

REMARKS

Claims 31-50 are pending in the application with claims 31, 42, and 45 being independent. Claims 31, 42, and 45 have been amended. No new matter has been added. Applicants request that the reference of Thiriet (US Pub. 20020168967) be cited in an official PTO-892 form because of the Office's reliance on it as a reference. Applicants respectfully request reconsideration in view of these remarks and amendments.

35 U.S.C. § 103 Rejection:

Claims 31-36, 41-47, 49 stand rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over Tendler (US 6,778,820), Valentine (Valentine et al., US 6,011,973), and Gimmon (US 5,096,195). Claims 37-38 and 48 stand rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over Tendler, Valentine, and Clapper (US Pub. 2002/0168967). Claims 39 and 50 stand rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over Tendler, Valentine, and Kotzin (US 6,470,180). Claim 40 stands rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over Tendler, Valentine, and Thiriet (US Pub. 20020168967). Applicants respectfully request reconsideration in view of the amendments and following remarks.

Independent claim 31 has been amended to now recite in part (underlining added for emphasis) "wherein the remote gaming device stores a credit balance, the credit balance representing funds available for game play, wherein the broadcast station transmits the credit balance to the remote gaming device" and "wherein the remote gaming device is placed in an active condition for game play using the game play signals when the physical location of the remote gaming device is within the authorized gaming area and when the credit balance is greater than zero." Support for this amendment is found in the original application as filed. For example, the specification teaches "the consumer selects the dollar figure either through telephonic or Internet communication means with the casino or network node, and the requisite dollar figure is broadcast to the device identified with the corresponding serial number, whence it is stored in memory as the consumer's 'stake'" (see specification at [0060]). In another example,

the specification teaches "The device is activated for use by receiving a signal over an RF sub-carrier channel a credit balance for wagering is established, the credit balance contained within the device's persistent memory store. A physical location of a player device is determined and the determined location is compared to at least one of a multiplicity of authorized gaming locations. The device is placed in condition to operate when the determined location corresponds to an authorized gaming location" (see specification at [0016]).

In regard to credit, Gimmon teaches:

keys 12 and 14 (FIGS. 1, 4). A credit memory (52a, FIG. 4, described below) is provided in each game unit 35 GU for storing a predetermined credit available for playing, which credit is introduced into the unit initially from the central control unit CCU. Each game unit GU

See Gimmon at Col. 3 lines 34-38. Gimmon also teaches

The portable game unit GU is disconnected from the central computer unit CCU and left with the passenger, who will then be able to begin to use the game unit for 65 playing games until the credit has been exhausted, or until the player otherwise wishes to discontinue. At that central computer unit, which latter unit reads out the current amount in the credit memory, if any. If desired, the player may purchase further credit to enable the player to continue to play games, or may request a pay-out of the amount of the player's credit balance as appearing in the credit memory of the game unit GU and as displayed in its display.

See Gimmon at Col. 3 line 62 to Col. 4 line 7. Gimmon completely fails to disclose any wireless aspects of Gimmon's inventions including a broadcast station or portable game units that can receive a wireless signal. A user of Gimmon would have to physically connect to the CCU to initially receive credit and to subsequently replenish credit. Thus, Gimmon does not teach that the broadcast station transmits the credit balance to the remote gaming device.

Tendler relates to "telephone wagering and more particularly to a system for preventing false indications of wagering location" (see Tendler at Field of Invention). Tendler's system is based on wagering and having a device transmit a wager to an entity taking that wager (see, e.g., col. 2, lines 40-44). Therefore, Tendler lacks a reason to transmit a credit balance to such a device making a wager, because the wager is sent to a different entity for entry of the wager. Accordingly, Tendler completely fails to disclose or suggest that a broadcast station transmits the credit balance to the remote gaming device.

Valentine relates to the "planning and deployment of cells in a cellular telephone network, and more particularly, to restricting the operation of cellular telephones to well delineated geographical areas" (see Valentine at Field of Invention). Valentine does not teach a gaming system or a system that includes transmitting credit balances. Thus, Valentine does not teach or suggest that a broadcast station transmits the credit balance to the remote gaming device.

In regard to adding Gimmon to the suggested combination of Tendler and Valentine, the Office asserts "Gimmon teaches in an analogous art ... it would have been obvious to one of ordinary skill in the art at the time of invention to modify the above combination including wherein the remote gaming device stores a credit balance, the credit balance representing funds available for game play in order to provide a new type of electronic gaming apparatus particularly useful for simulating the slot machine game" (page 5). Applicants disagree. As previously noted, Tendler lacks a reason to transmit a credit balance to a device placing a wager. Accordingly, the Tendler device does not necessarily store a credit balance. Thus, one of ordinary skill in the art of Tendler would not turn to Gimmon's teachings of a credit memory (as cited by the office). Therefore, there is no motivation to combine Gimmon with Tendler.

The suggested combination of Gimmon, Tendler, and Valentine does not teach that a broadcast station transmits the credit balance to the remote gaming device. There is no motivation to make the suggested combination of Gimmon, Tendler, and Valentine because there is no motivation to combine Gimmon with Tendler. For at least these reasons, independent claim 31 is patentable over the suggested combination of Tendler, Valentine, and Gimmon.

Independent claim 42 has been amended to now recite in part (underlining added for emphasis) “broadcasting to the remote gaming device game play signals in accordance with instructions from the gaming source, the broadcasting comprising broadcasting a credit balance to the remote gaming device, wherein the remote gaming device stores the credit balance, the credit balance representing funds available for game play” and “wherein the remote gaming device is placed in an active condition for game play using the game play signals when the physical location of the remote gaming device is within the authorized gaming area and when the credit balance is greater than zero.” For at least reasons similar to those set forth above with respect to claim 31, independent claim 42 is patentable over the suggested combination of Tendler, Valentine, and Gimmon.

Independent claim 45 has been amended to now recite in part (underlining added for emphasis) “storing with the remote gaming device a credit balance, the credit balance representing funds available for game play, wherein at least a portion of one of the received game play signals defines the credit balance; and enabling game play using the game play signals when the physical location of the remote gaming device is within the authorized gaming area and when the credit balance is greater than zero.” For at least reasons similar to those set forth above with respect to claim 31, independent claim 45 is patentable over the suggested combination of Tendler, Valentine, and Gimmon.

Dependent claims 32-36, 41, 43, 44, 46, 47, and 49 are patentable over the suggested combination of Tendler, Valentine, and Gimmon for at least the same reasons that their respective independent claims 31, 42, and 45 are patentable over Tendler, Valentine, and Gimmon, and for the additional recitations they contain.

Clapper, Kotzin, and Thireit, taken alone or in combination fail to remedy the deficiencies of the suggested combination of Tendler, Valentine, and Gimmon. In particular, Clapper, Kotzin, and Thireit do not teach or suggest that the remote gaming device stores a credit balance, the credit balance representing funds available for game play, wherein the broadcast station transmits the credit balance to the remote gaming device. Therefore, independent claims 31, 42, and 45 are patentable over any suggested combination or subcombination of Clapper,

Kotzin, Thireit, Tendler, Valentine, and Gimmon. Dependent claims 37-40, 48, and 50 are patentable over any suggested combination or subcombination of Clapper, Kotzin, Thireit, Tendler, Valentine, and Gimmon, because of their dependency from patentable independent claims and for their additional recitations.

Concluding Comments

The foregoing comments made with respect to the positions taken by the Examiner are not to be construed as acquiescence with other positions of the Examiner that have not been explicitly contested. Accordingly, the above arguments for patentability of a claim should not be construed as implying that there are not other valid reasons for patentability of that claim or other claims.

In view of the above remarks, claims 31-50 are in condition for allowance, and a formal notice of allowance is respectfully requested.

Please apply a three month extension of time fee of \$1,050 dollars and any other changes or credits to deposit account 06-1050.

Respectfully submitted,

Date: _____

6/12/08



John C. Phillips
Reg. No. 35,322

Fish & Richardson P.C.
PTO Customer No. 26192
Telephone: (858) 678-5070
Facsimile: (858) 678-5099